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*Attorneys for Plaintiff Michael Gruen*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

MICHAEL GRUEN,

Plaintiff,

v.

JOSHUA RICHARDS, an individual;  
CHRISTOPHER SAWTELLE, an  
individual; CROSSCHECK STUDIOS,  
LLC, a California Limited Liability  
Company; BUDDY'S HARD, LLC, a  
Delaware Limited Liability Company;  
CREATIVE ARTISTS AGENCY,  
LLC, a Delaware Limited Liability  
Company; CAA HOLDINGS, LLC, a  
Delaware Limited Liability Company,

Defendants.

Case No. 2:24-cv-01777

*Hon. André Birotte Jr.*

*Hon. Stephanie S. Christensen*

**1. INTRODUCTION**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to

1 enter the following Stipulated Protective Order. The parties  
2 acknowledge that this Order does not confer blanket protections on all  
3 disclosures or responses to discovery and that the protection it affords  
4 from public disclosure and use extends only to the limited information or  
5 items that are entitled to confidential treatment under the applicable  
6 legal principles.

7       1.2 Good Cause Statement. The Parties acknowledge that  
8 Plaintiff's Third Amended Complaint is not presently settled and is  
9 subject to a forthcoming motion to dismiss, which may define the scope of  
10 discovery in this case. The outcome of that motion may impact the degree  
11 to which discovery may potentially involve the sharing of confidential  
12 business or personnel information including but not limited to contract  
13 and negotiation documents between CrossCheck Studios and Amazon  
14 Studios (now Amazon MGM Studios). There may be a possibility that this  
15 disclosure would reveal certain pending or upcoming projects risking  
16 potential financial loss. Further, the rates paid, deliverables and  
17 intellectual property required, and other material terms may compromise  
18 one or more parties' negotiations of current or future contracts. Discovery  
19 in this matter may also reveal certain sensitive information such as but  
20 not limited to contract rates, personal financial records, business practices  
21 and activities, and private matters the disclosure of which to the general  
22 public could lead to lost financial opportunities, oppression, harassment,  
23 or ridicule unnecessary to the resolution of the dispute at hand.

24  
25       This action may involve customer and pricing lists and other  
26 valuable commercial, financial, technical and/or proprietary information  
27 for which special protection from public disclosure and from use for any  
28 purpose other than prosecution of this action is warranted. Such

1 confidential and proprietary materials and information consist of, among  
2 other things, confidential business or financial information, information  
3 regarding confidential business practices, or other confidential  
4 development, or commercial information (including information  
5 implicating privacy rights of third parties), information otherwise  
6 generally unavailable to the public, or which may be privileged or  
7 otherwise protected from disclosure under state or federal statutes, court  
8 rules, case decisions, or common law. Accordingly, to expedite the flow of  
9 information, to facilitate the prompt resolution of disputes over  
10 confidentiality of discovery materials, to adequately protect information  
11 the parties are entitled to keep confidential, to ensure that the parties  
12 are permitted reasonable necessary uses of such material in preparation  
13 for and in the conduct of trial, to address their handling at the end of the  
14 litigation, and serve the ends of justice, a protective order for such  
15 information is justified in this matter. It is the intent of the parties that  
16 information will not be designated as confidential for tactical reasons  
17 and that nothing be so designated without a good faith belief that it has  
18 been maintained in a confidential, non-public manner, and there is good  
19 cause why it should not be part of the public record of this case. Nothing  
20 in the foregoing should be deemed to be an admission or concession by  
21 any party that particular information is appropriately discoverable.

23 1.3 Acknowledgment of Procedure for Filing Under Seal. The  
24 parties further acknowledge, as set forth in Section 12.3, below, that this  
25 Stipulated Protective Order does not entitle them to file confidential  
26 information under seal; Local Rule 79-5 sets forth the procedures that  
27 must be followed and the standards that will be applied when a party  
28 seeks permission from the court to file material under seal.

1        There is a strong presumption that the public has a right of access  
2 to judicial proceedings and records in civil cases. In connection with  
3 non-dispositive motions, good cause must be shown to support a filing  
4 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d  
5 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*  
6 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
7 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
8 protective orders require good cause showing), and a specific showing of  
9 good cause or compelling reasons with proper evidentiary support and  
10 legal justification, must be made with respect to Protected Material that  
11 a party seeks to file under seal. The parties’ mere designation of  
12 Disclosure or Discovery Material as CONFIDENTIAL does not—  
13 without the submission of competent evidence by declaration,  
14 establishing that the material sought to be filed under seal qualifies as  
15 confidential, privileged, or otherwise protectable—constitute good cause.

16  
17        Further, if a party requests sealing related to a dispositive motion  
18 or trial, then compelling reasons, not only good cause, for the sealing  
19 must be shown, and the relief sought shall be narrowly tailored to serve  
20 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass’n*,  
21 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of  
22 information, document, or thing sought to be filed or introduced under  
23 seal in connection with a dispositive motion or trial, the party seeking  
24 protection must articulate compelling reasons, supported by specific  
25 facts and legal justification, for the requested sealing order. Again,  
26 competent evidence supporting the application to file documents under  
27 seal must be provided by declaration.

28        Any document that is not confidential, privileged, or otherwise

1 protectable in its entirety will not be filed under seal if the confidential  
2 portions can be redacted. If documents can be redacted, then a redacted  
3 version for public viewing, omitting only the confidential, privileged, or  
4 otherwise protectable portions of the document, shall be filed. Any  
5 application that seeks to file documents under seal in their entirety  
6 should include an explanation of why redaction is not feasible.

## 7 **2. DEFINITIONS**

8 2.1 Action: this pending federal lawsuit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information  
12 (regardless of how it is generated, stored or maintained) or tangible  
13 things that qualify for protection under Rule 26(c) of the Federal Rules of  
14 Civil Procedure, and as specified above in the Good Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as  
16 well as their support staff).

17 2.5 Designating Party: a Party or Non-Party that designates  
18 information or items that it produces in disclosures or in responses to  
19 discovery as “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information,  
21 regardless of the medium or manner in which it is generated, stored, or  
22 maintained (including, among other things, testimony, transcripts, and  
23 tangible things), that are produced or generated in disclosures or  
24 responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in  
26 a matter pertinent to the litigation who has been retained by a Party or  
27  
28

1 its counsel to serve as an expert witness or as a consultant in this Action.

2 2.8 Final Disposition: the later of (1) dismissal of all claims and  
3 defenses in this Action, with or without prejudice; and (2) final judgment  
4 herein after the completion and exhaustion of all appeals, rehearings,  
5 remands, trials, or reviews of this Action, including the time limits for  
6 filing any motions or applications for extension of time pursuant to  
7 applicable law.

8 2.9 In-House Counsel: attorneys who are employees of a party to  
9 this Action. In-House Counsel does not include Outside Counsel of  
10 Record or any other outside counsel.

11 2.10 Non-Party: any natural person, partnership, corporation,  
12 association, or other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees  
14 of a party to this Action but are retained to represent or advise a party to  
15 this Action and have appeared in this Action on behalf of that party or  
16 are affiliated with a law firm which has appeared on behalf of that party,  
17 and includes support staff.

18 2.12 Party: any party to this Action, including all of its officers,  
19 directors, employees, consultants, retained experts, and Outside Counsel  
20 of Record (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces  
22 Disclosure or Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide  
24 litigation- support services (e.g., photocopying, videotaping, translating,  
25 preparing exhibits or demonstrations, and organizing, storing, or  
26 retrieving data in any form or medium) and their employees and  
27 subcontractors.  
28

1           2.15 Protected Material: any Disclosure or Discovery Material that  
2 is designated as “CONFIDENTIAL.”

3           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5       **3. SCOPE**

6           The protections conferred by this Stipulation and Order cover not  
7 only Protected Material (as defined above), but also (1) any information  
8 copied or extracted from Protected Material; (2) all copies, excerpts,  
9 summaries, or compilations of Protected Material; and (3) any  
10 testimony, conversations, or presentations by Parties or their Counsel  
11 that might reveal Protected Material.

12           Any use of Protected Material at trial shall be governed by the  
13 orders of the trial judge. This Stipulated Protective Order does not  
14 govern the use of Protected Material at trial.

15       **4. TRIAL AND DURATION**

16           The terms of this Stipulated Protective Order apply through Final  
17 Disposition of the Action.

18           Once a case proceeds to trial, information that was designated as  
19 CONFIDENTIAL or maintained pursuant to this Stipulated Protective  
20 Order and used or introduced as an exhibit at trial becomes public and  
21 will be presumptively available to all members of the public, including  
22 the press, unless compelling reasons supported by specific factual  
23 findings to proceed otherwise are made to the trial judge in advance of  
24 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good  
25 cause” showing for sealing documents produced in discovery from  
26 “compelling reasons” standard when merits-related documents are part  
27  
28



1 of court record). Accordingly, for such materials, the terms of this  
2 Stipulated Protective Order do not extend beyond the commencement of  
3 the trial.

4 Even after Final Disposition of this litigation, the confidentiality  
5 obligations imposed by this Stipulated Protective Order shall remain in  
6 effect until a Designating Party agrees otherwise in writing or a court  
7 order otherwise directs.

8 **5. DESIGNATING PROTECTED MATERIAL**

9  
10 5.1 Exercise of Restraint and Care in Designating Material for  
11 Protection. Each Party or Non-Party that designates information or  
12 items for protection under this Order must take care to limit any such  
13 designation to specific material that qualifies under the appropriate  
14 standards. The Designating Party must designate for protection only  
15 those parts of material, documents, items, or oral or written  
16 communications that qualify so that other portions of the material,  
17 documents, items, or communications for which protection is not  
18 warranted are not swept unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited.  
20 Designations that are shown to be clearly unjustified or that have been  
21 made for an improper purpose (e.g., to unnecessarily encumber the case  
22 development process or to impose unnecessary expenses and burdens on  
23 other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or  
25 items that it designated for protection do not qualify for protection, that  
26 Designating Party must promptly notify all other Parties that it is  
27 withdrawing the inapplicable designation.  
28



1           5.2 Manner and Timing of Designations. Except as otherwise  
2 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph  
3 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure  
4 or Discovery Material that qualifies for protection under this Stipulated  
5 Protective Order must be clearly so designated before the material is  
6 disclosed or produced.

7           Designation in conformity with this Stipulated Protective Order  
8 requires:

9           (a) for information in documentary form (*e.g.*, paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or  
11 trial proceedings), that the Producing Party affix at a minimum, the  
12 legend “CONFIDENTIAL” to each page that contains protected  
13 material. If only a portion or portions of the material on a page  
14 qualifies for protection, the Producing Party also must clearly identify  
15 the protected portion(s) (*e.g.*, by making appropriate markings in the  
16 margins).

17  
18           A Party or Non-Party that makes original documents available for  
19 inspection need not designate them for protection until after the  
20 inspecting Party has indicated which documents it would like copied  
21 and produced. During the inspection and before the designation, all of  
22 the material made available for inspection shall be deemed  
23 CONFIDENTIAL. After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must  
25 determine which documents, or portions thereof, qualify for protection  
26 under this Stipulated Protective Order. Then, before producing the  
27 specified documents, the Producing Party must affix the  
28 “CONFIDENTIAL” legend to each page that contains Protected

1 Material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify  
3 the protected portion(s) (e.g., by making appropriate markings in the  
4 margins).

5 (b) for testimony given in depositions that the Designating Party  
6 identify the Disclosure or Discovery Material on the record, before the  
7 close of the deposition all protected testimony.

8 (c) for information produced in some form other than  
9 documentary and for any other tangible items, that the Producing Party  
10 affix in a prominent place on the exterior of the container or containers  
11 in which the information is stored the “CONFIDENTIAL” legend. If only  
12 a portion or portions of the information warrants protection, the  
13 Producing Party, to the extent practicable, shall identify the protected  
14 portion(s).

15  
16 5.3 Inadvertent Failures to Designate. If timely corrected, an  
17 inadvertent failure to designate qualified information or items does not,  
18 standing alone, waive the Designating Party’s right to secure protection  
19 under this Order for such material. Upon timely correction of a  
20 designation, the Receiving Party must make reasonable efforts to assure  
21 that the material is treated in accordance with the provisions of this  
22 Stipulated Protective Order.

## 23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may  
25 challenge a designation of confidentiality at any time that is consistent  
26 with the court’s Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the  
28

1 dispute resolution process under Local Rule 37.1 et seq. and with  
2 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-  
3 Discovery Motion Conference."<sup>1</sup>

4       6.3 The burden of persuasion in any such challenge proceeding  
5 shall be on the Designating Party. Frivolous challenges, and those  
6 made for an improper purpose (e.g., to harass or impose unnecessary  
7 expenses and burdens on other parties) may expose the Challenging  
8 Party to sanctions. Unless the Designating Party has waived or  
9 withdrawn the confidentiality designation, all parties shall continue to  
10 afford the material in question the level of protection to which it is  
11 entitled under the Producing Party's designation until the court rules on  
12 the challenge.

## 13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14  
15       7.1 Basic Principles. A Receiving Party may use Protected  
16 Material that is disclosed or produced by another Party or by a Non-  
17 Party in connection with this Action only for prosecuting, defending, or  
18 attempting to settle this Action. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions  
20 described in this Order. When the Action reaches a Final Disposition, a  
21 Receiving Party must comply with the provisions of section 13 below.

22       Protected Material must be stored and maintained by a Receiving  
23 Party at a location and in a secure manner that ensures that access is  
24 limited to the persons authorized under this Stipulated Protective  
25 Order.

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26  
27  
28 <sup>1</sup> Judge Christensen's Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1           7.2   Disclosure of “CONFIDENTIAL” Information or Items.

2   Unless otherwise ordered by the court or permitted in writing by the  
3   Designating Party, a Receiving Party may disclose any information or  
4   item designated “CONFIDENTIAL” only:

5           (a) to the Receiving Party’s Outside Counsel of Record in this  
6   Action, as well as employees of said Outside Counsel of Record to whom  
7   it is reasonably necessary to disclose the information for this Action;

8           (b) to the officers, directors, and employees (including House  
9   Counsel) of the Receiving Party to whom disclosure is reasonably  
10   necessary for this Action;

11           (c) to Experts (as defined in this Order) of the Receiving Party to  
12   whom disclosure is reasonably necessary for this Action and who have  
13   signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14           (d) to the court and its personnel;

15           (e) to court reporters and their staff;

16           (f) to professional jury or trial consultants, mock jurors, and  
17   Professional Vendors to whom disclosure is reasonably necessary for  
18   this Action and who have signed the “Acknowledgment and Agreement  
19   to Be Bound” (Exhibit A);

20           (g) to the author or recipient of a document containing the  
21   information or a custodian or other person who otherwise possessed or  
22   knew the information;

23           (h) during their depositions, to witnesses, and attorneys for  
24   witnesses, in the Action to whom disclosure is reasonably necessary,  
25   provided: (1) the deposing party requests that the witness sign the  
26   “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the  
27   witness will not be permitted to keep any confidential information  
28

1 unless they sign the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A), unless otherwise agreed by the Designating Party or  
3 ordered by the court. Pages of transcribed deposition testimony or  
4 exhibits to depositions that reveal Protected Material may be separately  
5 bound by the court reporter and may not be disclosed to anyone except  
6 as permitted under this Stipulated Protective Order; and

7 (i) to any mediator or settlement officer, and their supporting  
8 personnel, mutually agreed upon by any of the parties engaged in  
9 settlement discussions.

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
11 **PRODUCED IN OTHER LITIGATION**

12  
13 If a Party is served with a subpoena or a court order issued in  
14 other litigation that compels disclosure of any information or items  
15 designated in this Action as “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such  
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the  
19 subpoena or order to issue in the other litigation that some or all of the  
20 material covered by the subpoena or order is subject to this Protective  
21 Order. Such notification shall include a copy of this Stipulated  
22 Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to  
24 be pursued by the Designating Party whose Protected Material may be  
25 affected.

26 If the Designating Party timely seeks a protective order, the  
27 Party served with the subpoena or court order shall not produce any  
28

1 information designated in this action as “CONFIDENTIAL” before a  
2 determination by the court from which the subpoena or order issued,  
3 unless the Party has obtained the Designating Party’s permission. The  
4 Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these  
6 provisions should be construed as authorizing or encouraging a  
7 Receiving Party in this Action to disobey a lawful directive from another  
8 court.

9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
10 **PRODUCED IN THIS LITIGATION**

11 9.1 Application. The terms of this Stipulated Protective Order  
12 are applicable to information produced by a Non-Party in this Action and  
13 designated as “CONFIDENTIAL.” Such information produced by Non-  
14 Parties in connection with this litigation is protected by the remedies  
15 and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional  
17 protections.

18 9.2 Notification. In the event that a Party is required, by a valid  
19 discovery request, to produce a Non-Party’s confidential information in  
20 its possession, and the Party is subject to an agreement with the Non-  
21 Party not to produce the Non-Party’s confidential information, then the  
22 Party shall:

23 (a) promptly notify in writing the Requesting Party and the  
24 Non-Party that some or all of the information requested is subject to a  
25 confidentiality agreement with a Non-Party;

26 (b) make the information requested available for inspection by  
27 the Non-Party, if requested.  
28

1           9.3 Conditions of Production. If the Non-Party fails to seek a  
2 protective order from this court within 14 days of receiving the notice  
3 and accompanying information, the Receiving Party may produce the  
4 Non-Party's confidential information responsive to the discovery request.  
5 If the Non-Party timely seeks a protective order, the Receiving Party  
6 shall not produce any information in its possession or control that is  
7 subject to the confidentiality agreement with the Non-Party before a  
8 determination by the court. Absent a court order to the contrary, the  
9 Non-Party shall bear the burden and expense of seeking protection in  
10 this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
12 **MATERIAL**

13  
14           If a Receiving Party learns that, by inadvertence or otherwise, it  
15 has disclosed Protected Material to any person or in any circumstance  
16 not authorized under this Stipulated Protective Order, the Receiving  
17 Party must immediately (a) notify in writing the Designating Party of  
18 the unauthorized disclosures, (b) use its best efforts to retrieve all  
19 unauthorized copies of the Protected Material, (c) inform the person or  
20 persons to whom unauthorized disclosures were made of all the terms of  
21 this Order, and (d) request such person or persons to execute the  
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
24 **OTHERWISE PROTECTED MATERIAL**

25  
26           When a Producing Party gives notice to Receiving Parties that  
27 certain inadvertently produced material is subject to a claim of privilege  
28 or other protection, the obligations of the Receiving Parties are those set



1 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This  
2 provision is not intended to modify whatever procedure may be  
3 established in an e-discovery order that provides for production without  
4 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal  
5 Rules of Evidence, insofar as the parties reach an agreement on the  
6 effect of disclosure of a communication or information covered by the  
7 attorney-client privilege or work product protection, the parties may  
8 incorporate their agreement in the stipulated protective order  
9 submitted to the court.

## 10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Stipulated  
12 Protective Order abridges the right of any person to seek its  
13 modification by the court in the future.  
14

15 12.2 Right to Assert Other Objections. By stipulating to the entry  
16 of this Stipulated Protective Order no Party waives any right it  
17 otherwise would have to object to disclosing or producing any  
18 information or item on any ground not addressed in this Stipulated  
19 Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this  
21 Stipulated Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under  
23 seal any Protected Material must comply with Local Rule 79-5.  
24 Protected Material may only be filed under seal pursuant to a court  
25 order authorizing the sealing of the specific Protected Material at issue.  
26 If a Party's request to file Protected Material under seal is denied by the  
27 court, then the Receiving Party may file the information in the public  
28

1 record unless otherwise instructed by the court.

2 **13. FINAL DISPOSITION**

3 After the Final Disposition of this Action, as defined in paragraph  
4 4, within 60 days of a written request by the Designating Party, each  
5 Receiving Party must return all Protected Material to the Producing  
6 Party or destroy such material. As used in this subdivision, “all  
7 Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or  
10 destroyed, the Receiving Party must submit a written certification to  
11 the Producing Party (and, if not the same person or entity, to the  
12 Designating Party) by the 60 day deadline that (1) identifies (by  
13 category, where appropriate) all the Protected Material that was  
14 returned or destroyed and (2) affirms that the Receiving Party has not  
15 retained any copies, abstracts, compilations, summaries or any other  
16 format reproducing or capturing any of the Protected Material.  
17 Notwithstanding this provision, Counsel is entitled to retain an archival  
18 copy of all pleadings, motion papers, trial, deposition, and hearing  
19 transcripts, legal memoranda, correspondence, deposition and trial  
20 exhibits, expert reports, attorney work product, and consultant and  
21 expert work product, even if such materials contain Protected Material.  
22 Any such archival copies that contain or constitute Protected Material  
23 remain subject to this Protective Order as set forth in Section 4.

24 **14. VIOLATION**

25 Any violation of this Stipulated Protective Order may be punished  
26 by any and all appropriate measures including, without limitation,  
27  
28

1 contempt proceedings and/or monetary sanctions.

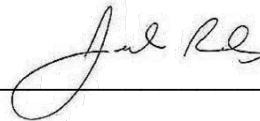
2  
3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

4  
5 DATED: 04/30/2025



6 William Moran II  
7 Attorney for Plaintiff Michael Gruen

8  
9 DATED: 04/30/2025



10 Jeremiah Reynolds  
11 Attorney for Defendants Joshua  
12 Richards, Christopher Sawtelle,  
13 CrossCheck Studios, LLC and  
14 Buddy's Hard, LLC

15  
16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

17  
18 DATED: May 1, 2025



19 STEPHANIE S. CHRISTENSEN  
20 United States Magistrate Judge  
21  
22  
23  
24  
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26  
27  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[print or type full name]**, of  
\_\_\_\_\_ **[print or type full address]**, declare under  
penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on **[date]** in the  
case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ **[print or type full name]**  
of \_\_\_\_\_ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action  
2 or any proceedings related to enforcement of this Stipulated Protective  
3 Order.

4  
5 Date: \_\_\_\_\_

6 City and State where sworn and  
7 signed: \_\_\_\_\_

8 Printed name: \_\_\_\_\_

9 Signature: \_\_\_\_\_